

1502

CRAVATH, SWAINE & MOORE

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STEWART R. BROSS, JR.
JOHN R. HUPPER
SAMUEL C. BUTLER
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
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ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
HERBERT L. CAMP
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS

MARTIN L. SENZEL
DOUGLAS D. BROADWATER
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEORGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
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RICHARD W. CLARY
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DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON
JAMES C. VARDELL, III
ROBERT H. BARON
KEVIN J. GREHAN
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WRITER'S DIRECT DIAL NUMBER

33 KING WILLIAM STREET
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9-348A035

RECORDATION NO. 16095-H FILED 1425

DEC 14 1989 -2 25 PM

INTERSTATE COMMERCE COMMISSION

December 14, 1989

Amendment Agreement No. 3 Dated as of December 1, 1989
Amending Conditional Sale Agreement
Filed under Recordation No. 16095 and
Lease of Railroad Equipment Filed Under
Recordation No. 16095-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Burlington Northern Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 3 dated as of December 1, 1989, among Burlington Northern Railroad Company, as Lessee, Meridian Trust Company, as Indenture Trustee, and The Connecticut Bank and Trust Company, National Association, as Owner Trustee.

Amendment Agreement No. 3 amends the Conditional Sale Agreement and Indenture and Lease of Railroad Equipment each dated as of November 1, 1988, previously filed and recorded with the Interstate Commerce Commission on December 19, 1988, at 4:40 p.m., Recordation No. 16095, an Amendment Agreement No. 1 dated as of December 15, 1988 previously filed and recorded with the Interstate Commerce Commission on December 27, 1988, at 2:30 p.m., Recordation Number 16095-D and an Amendment Agreement No. 2 dated as of

Michael McGee

June 27, 1989, previously filed and recorded with the Interstate Commerce Commission on June 30, 1989, at 8:40 a.m., Recordation Number 16095-E.

The Amendment Agreement amends the Conditional Sale Agreement and Indenture and the Lease of Railroad Equipment to revise the Equity Percentage, the Debt Percentage and the schedules of Debt Amortization, Basic Rents and Casualty Values for the Series C Closing and to correct the equipment schedules to reflect the actual numbers of the Units delivered.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 16095-F.

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for
Burlington Northern Railroad
Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

Interstate Commerce Commission

Washington, D.C. 20423

12/14/89

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
825 Eighth Avenue
New York, N.Y. 10019

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/89 at 2:25pm, and assigned recordation number(s). 16095-H & 16514-D

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16095 H
RECORDATION NO. FILED 1425
DEC 14 1989 - 2 25 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 3
("Amendment") dated as of December 1, 1989, among BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee"), MERIDIAN TRUST COMPANY, a Pennsylvania trust company ("Indenture Trustee"), and THE CONNECTICUT BANK AND TRUST COMPANY NATIONAL ASSOCIATION, not individually but solely in its capacity as trustee ("Owner Trustee").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of November 1, 1988 ("Participation Agreement");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement;

WHEREAS the Owner Trustee and General Motors Corporation (Electro-Motive Division) and M-K Industrial Services Company (collectively "Builders") have entered into a Conditional Sale Agreement dated as of November 1, 1988 ("CSA"); ✓

WHEREAS the Builders have assigned their interests in the CSA to the Indenture Trustee and the Builders therefore have no interest in this amendment of the CSA;

WHEREAS the Lessee and the Owner Trustee have entered into a Lease of Railroad Equipment dated as of November 1, 1988 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 19, 1988, at 4:40 p.m., recordation number 16095, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 20, 1988, at 4:40 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 1 dated as of December 15, 1988, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 27, 1988, at 2:30 p.m., recordation number 16095-D, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 28, 1988, at 12:10 p.m.; and the CSA and the Lease as so amended hereinafter referred to as the CSA and the Lease;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 2 dated as of June 27, 1989, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 30, 1989, at 8:40 a.m., recordation number 16095-E, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on June 30, 1989, at 10:30 a.m.; and the CSA and the Lease as so amended hereinafter referred to as the CSA and the Lease;

WHEREAS the Owner pursuant to Section 18 of the Participation Agreement has given notice ("Notice") to the other parties thereto of the Equity Percentage, the Debt Percentage and the schedules of Debt Amortization, Basic Rents and Casualty Values for the Series C Closing;

WHEREAS the parties hereto desire to amend the CSA and the Lease to reflect the Notice;

WHEREAS the Owner has authorized the Owner Trustee to execute this Amendment Agreement;

WHEREAS the Indenture Trustee is authorized to execute this Amendment Agreement without the consent of the Investors since this Amendment Agreement does not adversely affect the interests of the Investors.

NOW THEREFORE, the parties hereto agree as follows:

1. Pursuant to the Notice, the Equity Percentage and the Debt Percentage referred to in Section 4.3(a) of the CSA shall be 21.14836% and 78.85164%, respectively, for the Series C Closing. The CSA is hereby amended to delete Schedule I to the CSA to the extent that it relates to the Series C Equipment and to substitute therefor Schedule I. hereto.

2. Annex B to the CSA is hereby amended to read as set forth in Annex B hereto.

3. The Lease is hereby amended to (a) delete Appendix C to the Lease to the extent that it relates to Series C Equipment since there will not be any Deferred Equity for Series B Equipment and (b) delete Appendix C to the Lease to the extent that it relates to Series C Equipment and substitute therefor Appendix C hereto.

4. Appendix A to the Lease is hereby amended to read as set forth in Appendix A hereto.

5. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

6. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and Section 86 of the Railway Act of Canada and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited or in which any unit of Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

7. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

8. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Article 18 of the CSA and Section 15 of the Lease.

9. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Indenture Trustee.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date

first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

BURLINGTON NORTHERN
RAILROAD COMPANY,

by


Title:

Name:

Executed on December , 1989.

MERIDIAN TRUST COMPANY,
not in its individual
capacity but solely as
Indenture Trustee

by



Title: STEPHEN J. KABA
Name: VICE PRESIDENT

Executed on December 14 , 1989.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as
Owner Trustee,

by

Title:

Name:

Executed on December , 1989.

first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

BURLINGTON NORTHERN
RAILROAD COMPANY,

by

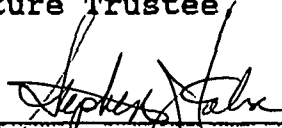
Title:

Name:

Executed on December , 1989.

MERIDIAN TRUST COMPANY,
not in its individual
capacity but solely as
Indenture Trustee,

by



Title: STEPHEN J. KABA
Name: VICE PRESIDENT

Executed on December 14 , 1989.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as
Owner Trustee,

by

Title:

Name:

Executed on December , 1989.

first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

BURLINGTON NORTHERN
RAILROAD COMPANY,

by

Title:

Name:

Executed on December , 1989.

MERIDIAN TRUST COMPANY,
not in its individual
capacity but solely as
Indenture Trustee,

by

Title:

Name:

Executed on December , 1989.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as
Owner Trustee,

by



Title: Mason M. Lemont

Name: Vice President

Executed on December 14 , 1989.

SCHEDULE I

9.29% Interest Rate
Allocation Schedule of Each \$10,000,000
of CSA Indebtedness Payable
Series C

	DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
1/	2/1990	43869.44*	43869.44*	0.00	10000000.00
7/	2/1990	464500.00	464500.00	0.00	10000000.00
1/	2/1991	464500.00	464500.00	0.00	10000000.00
7/	2/1991	464500.00	464500.00	0.00	10000000.00
1/	2/1992	464500.00	464500.00	0.00	10000000.00
7/	2/1992	464500.00	464500.00	0.00	10000000.00
1/	2/1993	1642994.34	464500.00	1178494.34	8821505.66
7/	2/1993	409758.94	409758.94	0.00	8821505.66
1/	2/1994	709665.13	409758.94	299906.19	8521599.47
7/	2/1994	395828.30	395828.30	0.00	8521599.47
1/	2/1995	723595.77	395828.30	327767.47	8193832.00
7/	2/1995	380603.50	380603.50	0.00	8193832.00
1/	2/1996	738820.57	380603.50	358217.07	7835614.93
7/	2/1996	363964.31	363964.31	0.00	7835614.93
1/	2/1997	755459.75	363964.31	391495.44	7444119.49
7/	2/1997	1080590.49	345779.35	734811.14	6709308.35
1/	2/1998	311647.37	311647.37	0.00	6709308.35
7/	2/1998	835408.88	311647.37	523761.50	6185546.84
1/	2/1999	287318.65	287318.65	0.00	6185546.84
7/	2/1999	789832.25	287318.65	502513.60	5683033.24
1/	2/2000	816676.92	263976.89	552700.02	5130333.22
7/	2/2000	238303.98	238303.98	0.00	5130333.22
1/	2/2001	819424.62	238303.98	581120.64	4549212.57
7/	2/2001	211310.92	211310.92	0.00	4549212.57
1/	2/2002	1038394.88	211310.92	827083.95	3722128.62
7/	2/2002	172892.87	172892.87	0.00	3722128.62
1/	2/2003	844080.26	172892.87	671187.39	3050941.23
7/	2/2003	141716.22	141716.22	0.00	3050941.23
1/	2/2004	975065.51	141716.22	833349.29	2217591.94
7/	2/2004	103007.15	103007.15	0.00	2217591.94
1/	2/2005	1321790.30	103007.15	1218783.15	998808.79
7/	2/2005	46394.67	46394.67	0.00	998808.79
1/	2/2006	1045203.46	46394.67	998808.79	0.00
7/	2/2006	0.00	0.00	0.00	0.00
1/	2/2007	0.00	0.00	0.00	0.00
	TOTALS	19566119.44	9566119.44	10000000.00	

* Interest only to the extent accrued will be payable on this date.

APPENDIX B TO LEASE

Basic Rents for Series C Units

<u>Rental Date</u>	<u>Rent Number</u>	<u>Rent as Percentage of Purchase Price*</u>
1/ 2/1990	0	0.00000000
7/ 2/1990	1	0.00000000
1/ 2/1991	2	8.82684261
7/ 2/1991	3	0.00000000
1/ 2/1992	4	8.82684261
7/ 2/1992	5	0.00000000
1/ 2/1993	6	8.82684261
7/ 2/1993	7	3.23101653
1/ 2/1994	8	5.59582609
7/ 2/1994	9	3.12117112
1/ 2/1995	10	5.70567149
7/ 2/1995	11	3.00112108
1/ 2/1996	12	5.82572153
7/ 2/1996	13	2.86951839
1/ 2/1997	14 + 15	5.95692422
7/ 2/1997	16	8.82684261
1/ 2/1998	17	3.06334349
7/ 2/1998	18	7.72501971
1/ 2/1999	19	3.27060196
7/ 2/1999	20	7.51776124
1/ 2/2000	21	7.50743762
7/ 2/2000	22	3.28092558
1/ 2/2001	23	7.62740248
7/ 2/2001	24	3.16096071
1/ 2/2002	25	9.42507448
7/ 2/2002	26	1.36328871
1/ 2/2003	27	9.67090752
7/ 2/2003	28	1.11745567
1/ 2/2004	29	9.97613493
7/ 2/2004	30	0.81222826
1/ 2/2005	31	10.42253361
7/ 2/2005	32	0.36582958
1/ 2/2006	33	10.47219477
7/ 2/2006	34	0.31616842
	
		167.71000966

Note: Rents 1-14 are in arrears.
Rents 15-34 are in advance with rent 15 equal to 0.

The foregoing Basic Rents and the related Casualty Values have been calculated on the assumption that (i) the interest rate on this Series of CSA Indebtedness will be 9.29%, (ii) the amount of the Transaction Expenses payable by the Owner pursuant to Paragraph 12(a) of the Participation Agreement will be 1.5% of the aggregate Purchase Price of the Units, (iii) Closings under the CSA will be on the following dates for the following aggregate Purchase Prices of Equipment: December 28, 1988 - \$10,267,658.69; June 30, 1989 - \$8,814,352 and December 15, 1989 - \$11,725,584 and (iv) there will be no change in the Internal Revenue Code of 1986, as amended, which is enacted and effective, nor any change in the income tax regulations which is adopted, on or prior to any Closing with respect to those Units subject to such Closing.

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
Casualty Values
Series C Equipment

Casualty Payment Dates*	Percentage of Purchase Price*	Casualty Payment Dates*	Percentage of Purchase Price*
2 JAN 1990	102.11109533	2 SEP 1995	99.96348812
2 FEB 1990	102.95004584	2 OCT 1995	100.48240012
2 MAR 1990	103.79109547	2 NOV 1995	101.00143412
2 APR 1990	104.62675670	2 DEC 1995	101.52059094
2 MAY 1990	105.44972489	2 JAN 1996	102.03463932
2 JUN 1990	106.27266489	2 FEB 1996	96.70119938
2 JUL 1990	107.07881577	2 MAR 1996	97.19355188
2 AUG 1990	107.90900146	2 APR 1996	97.68368053
2 SEP 1990	108.74107469	2 MAY 1996	98.17266132
2 OCT 1990	109.55627393	2 JUN 1996	98.66171157
2 NOV 1990	110.37326306	2 JUL 1996	99.14960693
2 DEC 1990	111.19205375	2 AUG 1996	96.76764630
2 JAN 1991	111.99388390	2 SEP 1996	97.25566685
2 FEB 1991	103.91460483	2 OCT 1996	97.74252581
2 MAR 1991	104.66353703	2 NOV 1996	98.22944040
2 APR 1991	105.40550288	2 DEC 1996	98.71641100
2 MAY 1991	106.13580737	2 JAN 1997	99.20221316
2 JUN 1991	106.86736805	2 FEB 1997	93.70724128
2 JUL 1991	107.58719956	2 MAR 1997	94.16924269
2 AUG 1991	108.33119801	2 APR 1997	94.63074914
2 SEP 1991	109.07639215	2 MAY 1997	95.09535863
2 OCT 1991	109.80979624	2 JUN 1997	95.56003451
2 NOV 1991	110.54432698	2 JUL 1997	96.02783409
2 DEC 1991	111.27999172	2 AUG 1997	87.62088077
2 JAN 1992	112.00380431	2 SEP 1997	88.04083734
2 FEB 1992	103.84672360	2 OCT 1997	88.46391849
2 MAR 1992	104.51721139	2 NOV 1997	88.88708772
2 APR 1992	105.18265437	2 DEC 1997	89.31034559
2 MAY 1992	105.83982814	2 JAN 1998	85.73574957
2 JUN 1992	106.49764526	2 FEB 1998	87.09370326
2 JUL 1992	107.14714247	2 MAR 1998	87.51407038
2 AUG 1992	107.82110358	2 APR 1998	87.93586649
2 SEP 1992	108.49566238	2 MAY 1998	88.36281251
2 OCT 1992	109.16185483	2 JUN 1998	88.78987179
2 NOV 1992	109.82859436	2 JUL 1998	89.22211527
2 DEC 1992	110.49588453	2 AUG 1998	81.88584258
2 JAN 1993	111.15476099	2 SEP 1998	82.27466228
2 FEB 1993	102.94356304	2 OCT 1998	82.66862535
2 MAR 1993	103.55971036	2 NOV 1998	83.06269509
2 APR 1993	104.17237787	2 DEC 1998	83.45687219
2 MAY 1993	104.77992438	2 JAN 1999	83.85622758
2 JUN 1993	105.38792078	2 FEB 1999	80.97481196
2 JUL 1993	105.99076576	2 MAR 1999	81.36407384
2 AUG 1993	103.36301346	2 APR 1999	81.75566520
2 SEP 1993	103.96669968	2 MAY 1999	82.15273458
2 OCT 1993	104.56520638	2 JUN 1999	82.54993087
2 NOV 1993	105.16410408	2 JUL 1999	82.95264172
2 DEC 1993	105.76339531	2 AUG 1999	75.79384721
2 JAN 1994	105.35747838	2 SEP 1999	76.15289246
2 FEB 1994	101.33778996	2 OCT 1999	76.51740354
2 MAR 1994	101.91429216	2 NOV 1999	76.88202928
2 APR 1994	102.48867047	2 DEC 1999	77.24677040
2 MAY 1994	103.05796769	2 JAN 2000	77.61701448
2 JUN 1994	103.62758487	2 FEB 2000	70.43527905
2 JUL 1994	104.19208792	2 MAR 2000	70.76106286
2 AUG 1994	101.63571257	2 APR 2000	71.08932294
2 SEP 1994	102.20079696	2 MAY 2000	71.42356400
2 OCT 1994	102.76073969	2 JUN 2000	71.75794232
2 NOV 1994	103.32094142	2 JUL 2000	72.09834148
2 DEC 1994	103.88140385	2 AUG 2000	69.14361067
2 JAN 1995	104.43669447	2 SEP 2000	69.46989025
2 FEB 1995	99.26653396	2 OCT 2000	69.80213791
2 MAR 1995	99.80227512	2 NOV 2000	70.13450984
2 APR 1995	100.33583277	2 DEC 2000	70.46700683
2 MAY 1995	100.86437583	2 JAN 2001	70.80551242
2 JUN 1995	101.39310365	2 FEB 2001	63.46934329
2 JUL 1995	101.91678541	2 MAR 2001	63.76066481
2 AUG 1995	99.43949918	2 APR 2001	64.05468961

* As defined in paragraph 4.1 of the CSA. These Casualty Values include any accrued rent payable by the Lessee.

APPENDIX C TO LEASE
Casualty Values
Series C Equipment

Casualty Payment Dates*	Percentage of Purchase Price*
2 MAY 2001	64.35506191
2 JUN 2001	64.65558193
2 JUL 2001	64.96249178
2 AUG 2001	62.09329659
2 SEP 2001	62.38515374
2 OCT 2001	62.68334428
2 NOV 2001	62.98166831
2 DEC 2001	63.28012671
2 JAN 2002	63.58495151
2 FEB 2002	54.40171773
2 MAR 2002	54.64364367
2 APR 2002	54.88843931
2 MAY 2002	55.14010050
2 JUN 2002	55.39192099
2 JUL 2002	55.65065280
2 AUG 2002	54.54630126
2 SEP 2002	54.80544513
2 OCT 2002	55.07154805
2 NOV 2002	55.33790436
2 DEC 2002	55.60451572
2 JAN 2003	55.87813478
2 FEB 2003	46.40924341
2 MAR 2003	46.61136233
2 APR 2003	46.81658515
2 MAY 2003	47.02909697
2 JUN 2003	47.24177996
2 JUL 2003	47.46180056
2 AUG 2003	46.56458559
2 SEP 2003	46.78504783
2 OCT 2003	47.01289836
2 NOV 2003	47.24102002
2 DEC 2003	47.46941456
2 JAN 2004	47.70524909
2 FEB 2004	37.89093212
2 MAR 2004	38.05292240
2 APR 2004	38.21827073
2 MAY 2004	38.39149354
2 JUN 2004	38.56496300
2 JUL 2004	38.74635986
2 AUG 2004	38.11582837
2 SEP 2004	38.29782700
2 OCT 2004	38.48780861
2 NOV 2004	38.67814606
2 DEC 2004	38.86884168
2 JAN 2005	39.06757695
2 FEB 2005	28.76979171
2 MAR 2005	28.89495566
2 APR 2005	29.02395084
2 MAY 2005	29.16181967
2 JUN 2005	29.30018956
2 JUL 2005	29.44749417
2 AUG 2005	29.22953176
2 SEP 2005	29.37796514
2 OCT 2005	29.53539882
2 NOV 2005	29.69346105
2 DEC 2005	29.85215593
2 JAN 2006	30.01991797
2 FEB 2006	19.63232567
2 MAR 2006	19.71747943
2 APR 2006	19.80693488
2 MAY 2006	19.90602020
2 JUN 2006	20.00575115
2 JUL 2006	20.11517892
2 AUG 2006	19.90590770
2 SEP 2006	20.01350146
2 OCT 2006	20.13084326
2 NOV 2006	20.24894967
2 DEC 2006	20.36782566
2 JAN 2007	20.49652321

* As defined in paragraph 4.1 of the CSA.

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Maximum Price</u>	<u>Estimated Total Maximum Price</u>	<u>Estimated Time and Place of Delivery</u>
Diesel- Electric Locomo- tives:	EMD		La Grange, Illinois					
GP-39-E or				25	BN-2750- 2758	\$660,000	\$16,500,000	1/2/89-12/15/89 States set forth in the Certificate of Acceptance
					BN-2925- 2934			
GP-40-E					BN-3550- 3555			

ANNEX B
TO
CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Maximum Price</u>	<u>Estimated Total Maximum Price</u>	<u>Estimated Time and Place of Delivery</u>
Diesel- Electric Locomo- tives:	M-KIS	Exhibit "A", "B", and "C" to Agreement with Lessee dated 4/13/88.	Boise, Idaho	25	BN-2800-2809 BN-2875-2880 BN-3500-3508	\$660,000	\$16,500,000	11/29/88- 12/28/88 States are indicated in the Certificate of Acceptance

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Maximum Price</u>	<u>Estimated Total Maximum Price</u>	<u>Estimated Time and Place of Delivery</u>
Diesel- Electric Locomo- tives:	EMD		La Grange, Illinois					1/1/89 to 12/15/89
GP-39-E or				25	BN-2750- 2758 BN-2925- 2934 BN-3550- 3555	\$ 660,000	\$ 16,500,000	States desig- nated in the Certificates of Acceptance
GP-40-E								

AA-10

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated Unit Maximum Price</u>	<u>Estimated Total Maximum Price</u>	<u>Estimated Time and Place of Delivery</u>
Diesel- Electric Locomo- tives:	M-KIS	Exhibit "A", "B", and "C" to Agreement with Lessee dated 4/13/88.		25	BN-2800- 2809	\$660,000	\$ 16,500,000	11/18/88- 12/28/88
GP-39-M or					BN 2875- 2880			States desig- nated in the Certificates of Acceptance
GP-40-M					BN-3500- 3508			

CERTIFICATE OF TRUE COPY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Caryn W. Sherman, do hereby certify that I have compared the attached copies of the attached documents with an executed original counterpart thereof and find the said attached copies to be in all respects true, correct and complete copies of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 14th day of December, 1989.

Caryn W. Sherman
Caryn W. Sherman

Subscribed and sworn to
before me this 14th day
of December, 1989.

Dorothy Boggs
Notary Public

My Commission expires:

DOROTHY BOGGS
Notary Public, State of New York
No. 43-4674555
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires 2/28/91